



**CLINICAL EXCHANGE AGREEMENT
BETWEEN THE
UNIVERSITY OF KENTUCKY
IN LEXINGTON, KENTUCKY, USA
AND
WALAIKLAK UNIVERSITY
IN THASALA, NAKHON SI THAMMARAT, THAILAND**

This CLINICAL EXCHANGE AGREEMENT (hereinafter “Agreement”) is entered into by and between
the UNIVERSITY OF KENTUCKY, a public institution of higher education in the
Commonwealth of Kentucky, with headquarters in Lexington, Kentucky, USA, for its College of
Health Sciences (hereinafter “UKY”)

and

WALAIKLAK UNIVERSITY, with headquarters in Thasala, Nakhon Si Thammarat,
THAILAND, for its School of Allied Health Sciences (hereinafter “WU”)

either of which may be referred to as “Party”, “Host Institution”, “Home Institution”, or “Institution,” or
collectively as “Parties” or “Institutions” throughout.

ARTICLE 1. PURPOSE

This Agreement sets forth terms and condition by and under which the Parties agree to implement a
clinical exchange program ("Program") whereby students enrolled in the College of Health Sciences at
UKY may engage in credit-bearing clinical research and/or educational experiences at WU, and whereby
medical technology students enrolled in the School of Allied Health Sciences at WU may engage in
credit-bearing clinical research and/or educational experiences at UKY.

ARTICLE 2. PROGRAM DESCRIPTION

2.1. *Duration and Activities.* Clinical placements at either Institution, acting as the Host Institution,
under the auspices of this Program, will typically last between four and eight weeks in duration. Longer
or shorter durations may be arranged through mutual consultation and agreement between the Institutions.
Students may participate in a variety of educational activities while placed at the Host Institution
including supervised clinical experiences, inter-professional training activities, and guided laboratory-
based research experiences.

2.2. *Eligibility.* The Program will be open to students who are currently enrolled and in good standing in a relevant program of study at their Home Institution, and who have the necessary academic background, training, and skills to engage in the proposed clinical education experience at the Host Institution. Each Institution, acting as Host Institution, reserves the final right of determining participants' eligibility for a clinical placement in the Program at the Host Institution.

2.3. *Academic Content.* The nature and content of the clinical experiences and/or educational activities provided by the Host Institution to individual students participating in this clinical exchange shall be jointly determined by the students' academic advisors at their Home Institution and by the designated preceptor/clinical tutor at the Host Institution prior to each student's departure for the clinical placement. The Home Institution will also specify if and how any credit earned from clinical education activities undertaken at the Host Institution will be counted toward the award of a degree from the Home Institution. The clinical tutor/preceptor at the Host Institution will provide learning objectives and guidelines for the clinical education experience to the Home Institution, prior to the participating student's departure, to facilitate the evaluation and award of academic credit.

2.4. *Enrollment Status.* Students participating in clinical placements at the Host Institution will continue to be registered as full-time, degree-seeking students at their Home Institution during their placements at the Host Institution. Students will continue to receive all services, rights, and privileges as afforded to other full-time, degree-seeking students at their Home Institution. Students will also continue to be subject to all relevant tuition, fees, rules, and regulations as apply to other full-time, degree-seeking students at their Home Institution.

2.5. *Non-Discrimination.* Eligibility for participation in this Program will be determined without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. UKY does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether a person is a smoker or nonsmoker, provided that the person complies with UKY's policy concerning smoking.

ARTICLE 3. RESPONSIBILITIES OF THE HOME INSTITUTION

3.1. The Home Institution will evaluate the proposed clinical placement and site to ensure that it meets the needs and requirements of the relevant degree program identified in Article 2.

3.2. The Home Institution will promote the Program and this opportunity for a clinical placement among its students, screen students to ensure their suitability for participation in the Program, and nominate them to the Host Institution for placements.

3.3. The Home Institution will send the Host Institution a list of students nominated to participate in the Program along with supporting documentation, including transcripts of academic work completed at the Home Institution, desired length, starting and ending dates of the placement at the Host Institution, and all other information needed to facilitate determination by the Host Institution of the nominee's eligibility for a clinical placement at the Host Institution. Requests for clinical placements at the Host Institution will be submitted by the Home Institution at least ninety (90) days in advance of the proposed start date for the placement.

3.4. The Home Institution will liaise regularly with clinical preceptors/tutors at the Host Institution before and during the placements regarding academic content, student performance, and any other issues that may arise related to the students' placements.

3.5. The Home Institution will provide its students participating in the Program with a pre-departure orientation that will include information regarding the facilities and clinical environment at the Host Institution, inter-cultural sensitivity and communications skills relevant to the host environment, travel health and safety information, and other pertinent information to facilitate a successful placement.

3.6. The Home Institution will advise its students accepted for participation in the Program that they will be subject to all relevant laws, rules, regulations, and policies of the Host Institution and its governing bodies. Participating students may be returned home for serious violations of conduct that would normally warrant expulsion from the Program or facility at the Host Institution, but only after consultation with the party's representative at the Home Institution as designated in "Notices" below.

ARTICLE 4. RESPONSIBILITIES OF THE HOST INSTITUTION

4.1. The Host Institution will provide clinical educational experiences as stated in the objectives and guidelines of the Home Institution as well as supervision appropriate to the academic and clinical level of assigned students.

4.2. The Host Institution will provide the physical facilities and other equipment necessary for the proposed clinical education experiences.

4.3. The Host Institution will provide orientation to all relevant clinical protocols, laboratory safety training, and other training and information necessary to facilitate the participating students' successful completion of the Program.

4.4. The Host Institution will provide forms and information relevant to the clinical placements as requested by the Home Institution including descriptions of facilities and clinical environments, student evaluations, and other information to facilitate a successful placement.

4.5. The Host Institution will assist the Home Institution students participating in the Program in finding suitable housing accommodations and provide them with an orientation to living in the surrounding community.

4.6. The Host Institution will make all reasonable efforts to ensure a safe and secure workplace and working environment for Home Institution students participating in clinical placements, in accordance with all relevant local laws, rules, regulations, and guidelines pertaining to workplace safety, including any changing and updated guidance related to communicable diseases, vaccines, and other public health concerns in effect at the time of the practicum placement.

4.7. The Host Institution will advise the Home Institution, through the administrative liaison at the Home Institution, as designated in "Notices", below, of any accidents, injuries or serious illnesses contracted by the Home Institution students as a result of their participation in the clinical placements at the Host Institution, as well as any changing local conditions and circumstances that may affect the ongoing safety and security of the Home Institution students participating in clinical placements at the Host Institution.

4.8. The Host Institution will advise participating students from the Home Institution of any necessary malpractice and/or general liability insurance coverage required for participation in the clinical placement.

4.9. After consultation with the administrative liaison at the Home Institution, the Host Institution may withdraw a student from the assigned clinical educational experience, when his/her conduct of performance violates Host Institutions policies and procedures or is deemed unsatisfactory. To assist the Home Institution in its due process obligations to a student removed from the program, Host Institution agrees to provide a written statement of the reasons for the withdrawal or exclusion.

ARTICLE 5. REQUIREMENTS FOR WU STUDENTS COMING TO UKY HEALTH CARE FACILITIES

5.1. WU students offered clinical placements at UKY health care facilities under the auspices of this agreement will secure and maintain health and other insurance in line with current regulations at the time of their placements at UKY, which may vary from time to time. Participating students must comply with all health regulations as established by UKY and in force at the time of their participation in the Program. WU students participating in the Program will provide UKY with health records as described in "Health and Background Requirements" prior to beginning their clinical placements in UKY health care facilities.

5.2. WU students offered clinical placements at UKY health care facilities will be subject to the financial terms and arrangements as outlined in "Financial Arrangements" during their clinical placements in UKY health care facilities.

5.3. WU will retain ultimate responsibility for the education and assessment of its students.

5.4. WU will advise all students assigned to the UKY health care facilities (including but not limited to, dentistry, social work, psychology) regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. WU will also advise all students that the confidentiality requirements survive the termination or expiration of this agreement.

5.5. Students participating in clinical placements at UKY health care facilities are members of the UKY health care workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. That said, this paragraph applies solely to HIPAA privacy and security regulations applicable to UKY and does not establish an employment relationship between UKY and students.

5.6. *Health and Background Requirements.* WU agrees to nominate only students who meet UKY's health and background requirements. A list of health and background requirements in effect as of the Date of Last Signature of this Agreement can be found at:

<https://ukhealthcare.uky.edu/wellness-community/volunteer-observe/observation-learning-experience>.

Said requirements are subject to change as described below. WU must provide documentation of health requirements and background screening to UKY prior to each student's rotation.

5.7. Any WU faculty participating in a clinical experience at UKY will be subject to all applicable UKY and/or The Joint Commission rules and regulations, including any applicable medical requirements, background checks, and drug tests as set out in those generally applicable rules and regulations.

5.8. All documents which need to be submitted to meet the requirements imposed by "Health and Background Requirements" of this Agreement shall be submitted to UKY prior to the commencement of any rotation in a form acceptable to UKY, the acceptability of which shall be in UKY's sole discretion. WU shall comply with all UKY rules and regulations regarding the submission of documents to meet the requirements imposed by "Health and Background Requirements" of this Agreement.

5.9. UKY reserves the right to revise or issue new health and background requirements at any time during the term of this Agreement. WU is advised to refer to UKY's most up to date health and background requirements, which can be found at <https://ukhealthcare.uky.edu/wellness-community/volunteer-observe/observation-learning-experience>. Should new requirements be issued, or existing requirements revised, WU's students shall be given a reasonable amount of time, in UKY's sole discretion, to comply with any new or revised health or background requirement.

5.11 If a student fails to provide any of the required documentation set forth above, UKY may remove that student from the clinical placement program.

5.12 While enrolled in a clinical placement at a UKY health care facility, WU students will be subject to all applicable policies of UKY, including the dress code. An appropriate UKY issued student ID badge shall be worn at all times while on the premises.

ARTICLE 6. FINANCIAL ARRANGEMENTS

6.1. *Tuition and fees.* Students participating in the Program will remain enrolled as full-time, degree-seeking students at their Home Institution during the clinical placement period and will be assessed standard tuition and fees as established by their Home Institution. Students will register their travel with their Home Institution in adherence with their Home Institution's policies regarding international student mobility.

6.2. *Additional Expenses.* Students participating in the Program will be responsible for all other expenses related to their clinical placements. Neither Institution will be responsible for expenses related, but not limited, to:

- 6.2.a. Roundtrip travel to and from the site of the clinical placement.
- 6.2.b. Housing accommodations, food, and miscellaneous personal expenses.
- 6.2.c. Costs associated with obtaining all necessary visas or other travel documentation as required by the host country.
- 6.2.d. All costs associated with or incurred by any accompanying dependents of the participating student.
- 6.2.e. Costs associated with purchasing Travel Medical Insurance and registering travel with Education Abroad & Exchanges.
- 6.2.f. Costs associated with purchasing medical malpractice insurance when engaging in clinical activities outside the United States, as required by the Home Institution.
- 6.2.g. All other expenses and debts incurred by the students during their participation in the Program.

6.3. *Health Records and Insurance.* Students participating in the Program will be in good health at the time of the clinical placement and will provide the Host Institution with any health records, proof of inoculations, or other documentation in support of the placement. Students participating in the Program will be responsible for maintaining adequate health insurance during their clinical placements, as required by the Host Institution.

5.9. UKY reserves the right to revise or issue new health and background requirements at any time during the term of this Agreement. WU is advised to refer to UKY's most up to date health and background requirements, which can be found at <https://ukhealthcare.uky.edu/wellness-community/volunteer-observe/observation-learning-experience>. Should new requirements be issued, or existing requirements revised, WU's students shall be given a reasonable amount of time, in UKY's sole discretion, to comply with any new or revised health or background requirement.

5.11 If a student fails to provide any of the required documentation set forth above, UKY may remove that student from the clinical placement program.

5.12 While enrolled in a clinical placement at a UKY health care facility, WU students will be subject to all applicable policies of UKY, including the dress code. An appropriate UKY issued student ID badge shall be worn at all times while on the premises.

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- 6.2.b. Housing accommodations, food, and miscellaneous personal expenses.
- 6.2.c. Costs associated with obtaining all necessary visas or other travel documentation as required by the host country.
- 6.2.d. All costs associated with or incurred by any accompanying dependents of the participating student.
- 6.2.e. Costs associated with purchasing Travel Medical Insurance and registering travel with Education Abroad & Exchanges.
- 6.2.f. Costs associated with purchasing medical malpractice insurance when engaging in clinical activities outside the United States, as required by the Home Institution.
- 6.2.g. All other expenses and debts incurred by the students during their participation in the Program.

6.3. *Health Records and Insurance.* Students participating in the Program will be in good health at the time of the clinical placement and will provide the Host Institution with any health records, proof of inoculations, or other documentation in support of the placement. Students participating in the Program will be responsible for maintaining adequate health insurance during their clinical placements, as required by the Host Institution.

6.4. *International Health, Safety and Security.* If WU or a proposed site of activity for participating UKY students is in a country or region under a Level 3 or Level 4 Travel Advisory issued by the US Department of State, UKY students may not be placed at the site until explicit approval is granted by the UKY's International Health, Safety & Security Committee (IHSS), with the agreement of the Associate Provost for Internationalization and Dean of the relevant UKY health care college. Approval will be based on a thorough review of safety and security information by IHSS. WU may be asked to produce documentation related to on-site safety and security to facilitate this review.

ARTICLE 7. GENERAL LIABILITY

7.1. The need for malpractice insurance will vary for each rotation participant. UKY students who provide patient care in clinical international programs sponsored by UKY, whether credit-bearing or non-credit bearing, must purchase malpractice insurance and provide evidence of coverage to the UK Education Abroad and Exchanges office. WU students whose rotations will involve direct patient contact in clinical facilities managed by UKY health care or affiliated facilities must have malpractice insurance for the duration of the rotation and provide evidence of coverage to UKY.

7.2. WU warrants and represents that it provides occurrence-based malpractice insurance, self-insurance, or general liability insurance as appropriate for the subject discipline for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If requested by UKY, WU shall provide a certificate of insurance demonstrating coverage for students completing clinical training at UKY health care facilities. If WU does not provide occurrence-based malpractice insurance for its students, students who have direct patient contact must provide UKY with documentation of malpractice insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. NOTE: The requirement for malpractice insurance coverage will apply only to participating WU students who will have "direct patient contact," defined as participation in aspects of the healthcare of a patient, including treatments, counseling, self-care, patient education, and administration of medication. Students without direct patient contact would not be involved in patient care, diagnosis, treatment, and would provide no hands-on assistance during any medical procedure. Such contact may include observation, laboratory based clinical experiences, teaching, research, and incidental patient contact. All students not required to have malpractice insurance coverage must be covered by a general liability insurance policy at the amounts described above.

7.3. The party representatives for UKY, as identified in "Notices" below, will inform UKY's Risk Management office of any lawsuit which is threatened as a result of the actions described by this Agreement or any patient care event which causes or contributes to injury or death which could result in a lawsuit if a UKY student, resident, or faculty member is involved with said patient's care.

7.4. UKY participants in any UKY-approved or sponsored international education travel experience, whether credit-bearing or non-credit-bearing, are required to purchase Travel Medical Insurance through the International Center (UKIC). No exceptions are granted to participants of international group travel experiences.

ARTICLE 8. EFFECTIVE TERM, RENEWAL, AND AMENDMENT

8.1. *Term.* This Agreement will take effect upon the date of last signature by the authorized representatives of each Party and will remain in effect through June 30, 2030, unless terminated early by either Party.

8.2. *Early Termination.* Either Party may terminate this Agreement in advance of the agreed upon termination date by providing written notice to the other Party at least 90 days in advance of the intended early termination date. Unless otherwise negotiated and agreed upon, students, faculty, and/or staff of either Party who are engaged in collaborative activities, placements, or exchanges described by this Agreement at the intended time of early termination will be permitted to complete them in accordance with the intention and spirit of this Agreement.

8.3. *Amendment.* The terms and conditions stipulated in this Agreement may be modified or appended by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties, in the form of an amendment to this Agreement. All such amendments shall be considered integral parts of this Agreement.

ARTICLE 9. GENERAL PROVISIONS

9.1. Beyond promoting the Program among its faculty, staff, and students, neither Party shall use the name of the other in any other form of advertising or publicity without express written permission from the other Party. WU shall not use any UKY logo, trademark, or other marks (“UKY Marks”) for any purpose without prior written consent of UKY and only in accordance with UKY’s brand standards found at <https://www.uky.edu/prmarketing/branding-resources/how-use-brand/brand-standards>. For instances of name or UKY Marks use that exceed the terms of this Agreement, each Party must seek permission from the other by submitting a draft of the proposed use at least 60 days in advance of the proposed use to the other Party’s representative, designated in “Notices” below.

9.2. *FERPA.* The Parties recognize that UKY is legally obligated to comply with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232(g) and 34 CFR Part 99, (FERPA) which affords certain rights to students concerning educational records and which governs the use and sharing of records, files, documents, and data directly related to students.

9.3. *Data Privacy.* Each Party shall comply with its respective state, federal, and international data privacy laws, rules, regulations, and standards with respect to all personal data exchanged under this Agreement (“Personal Data”). The Parties agree to hold Personal Data in strict confidence. The Parties may use and disclose Personal Data only to the extent necessary to carry out their respective obligations under this Agreement and will not share such Personal Data with or disclose it to any third party without the prior written consent of the other Party, except as required by law or permitted in this Agreement. The Parties may only disclose Personal Data to any affiliates and subcontractors for the purposes set forth in this Agreement and only after the affiliates and subcontractors agree in writing to be bound by the same restrictions, conditions, and requirements that apply to the disclosing Party under this Agreement.

9.4. *Data Security.* The Parties shall ensure appropriate privacy and security safeguards are in place to prevent the unauthorized use or disclosure of, or unauthorized access to Personal Data. The Parties will store and process Personal Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than the receiving Party uses or would use in good faith to secure its own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

9.5. *Academic Freedom.* UKY is committed to preserving and defending the principles and values of academic freedom for their faculty, staff, and students. If collaborative activities implemented under the auspices of this Agreement are deemed by either Party to infringe upon that Party’s standards of academic freedom, academic rigor, or academic integrity, that Party may withdraw from this Agreement immediately without penalty.

9.6. *Research Ethics and Respect of Pre-existing Intellectual Property Rights.* The Parties to this Agreement are committed to ensuring that faculty, staff, and students participating in collaborative activities under the auspices of this Agreement adhere to all relevant governing regulations and standards of ethics in the conduct of research, use of data, dissemination of results, and disclosures of conflicts of interest. Unless otherwise agreed to in writing by the Parties, each Party will retain ownership of its Intellectual Property that pre-exists the effective date of this Agreement or is developed outside the auspices of this Agreement. If collaborative activities implemented under the auspices of this agreement are deemed by either Party to compromise that Party's standards of ethics in research or infringe on its pre-existing or independently developed Intellectual Property, that Party may withdraw from the Agreement immediately without penalty.

9.7. *Sovereign Immunity.* UKY is an agency and instrumentality of the Commonwealth of Kentucky. Nothing in this agreement shall waive any immunities, defenses, rights, or actions arising out of its sovereign status, or require any performance restricted or prohibited under Kentucky law for agencies of the Commonwealth of Kentucky.

9.8. *Intellectual Property.* The Parties agree all rights including all intellectual property rights in and to UKY Data shall remain the exclusive property of UKY, and that WU has a limited, nonexclusive license to use this data as provided in this Agreement solely for the purpose of performing its obligations pursuant to this Agreement.

9.9. *Counterparts.* The Parties may sign this Agreement in counterparts, all of which together shall constitute the complete Agreement. Duplicate or facsimile signatures shall be accepted as originals for all purposes.

9.10. *Notices.* To be enforceable, all notices and official communications related to this Agreement must be in writing and delivered to the Party's representative named below either by (a) confirmed electronic transmission; (b) certified mail, return receipt requested; or (c) commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. All communications will be sent to the addresses set forth below or to such other address as designated by either Party via written notice to the other:

UKY: Tim Barnes, Executive Director
International Partnerships and Research
University of Kentucky International Center
Room 118 Bradley Hall
151 Washington Avenue
Lexington, KY 40506
USA
telephone: +1-859-323-7377
email: Tim.Barnes@uky.edu

with copy to: Steve Schwarze, PhD, MLS Program Director
College of Health Sciences
University of Kentucky
900 S. Limestone, 126E CTW
Lexington, KY 40536
USA
email: steve.schwarze@uky.edu

WU: (Noi) Jitbanjong Tangpong, PhD, title
School of Allied Health Sciences
Walailak University
Department of Medical Technology
222 Walailak University,
C7 building, Thaiburi, Thasala,
Nakhon Si Thammarat
THAILAND
email: rjitbanj@wu.ac.th

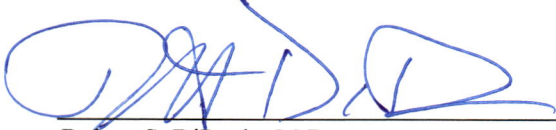
9.11. *Force Majeure.* A Party is excused from performing its obligations under this Agreement when conditions beyond its control and unforeseen by the Parties make its performance commercially impractical, illegal, or impossible. If a force majeure event occurs pursuant to this paragraph, either party may cancel the Agreement upon written notice thereof to the other Party. Conditions of excuse include, but are not limited to: fires, earthquakes, hurricane, floods, or other natural disasters, epidemics or pandemics, strikes, work stoppages, or other labor disturbances, riots, or civil commotions, war, terrorism and threats of terrorism, government actions, and acts, omissions of third parties, or any other cause which is beyond the control of the Parties. So long as the conditions continue, the Party whose performance is affected shall keep the other Institution fully informed about the conditions and the prospects of their ending.

9.12. *Survival.* Upon expiration or termination of this Agreement, all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including without limitation, Data Privacy, Data Security, Early Termination, and Research Ethics and Respect of Pre-existing Intellectual Property Rights.

9.13. *Integration.* This Agreement with its attachments, amendments, and incorporated references constitutes the Parties' entire agreement regarding the subject matter.

9.14. *Authorized Signatories.* The individuals signing this Agreement on a Party's behalf represent that they have the requisite authority and intent to bind that Party to this Agreement.

**FOR THE UNIVERSITY
OF KENTUCKY**



Robert S. DiPaola, M.D.
Provost and Co-Executive Vice President for
Health Affairs

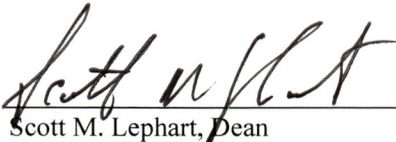
Date: 10-17-25



Susan Roberts, Ph.D.
Associate Provost for Internationalization

Date: October 8, 2025

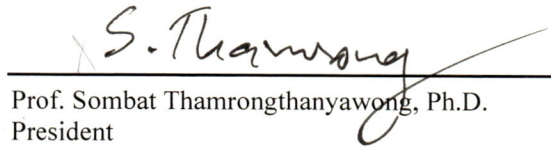
Recommended by:



Scott M. Lephart, Dean
College of Health Sciences

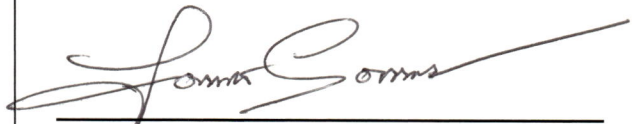
Date: Oct. 6, 2025

FOR WALAILAK UNIVERSITY



Prof. Sombat Thamrongthanyawong, Ph.D.
President

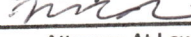
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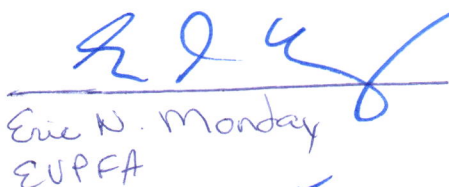


Voravuth Somsak, Ph.D.
Dean School of Allied Health Sciences

Date: 1 Oct 2025

Reviewed For Form & Legality
Office Of Legal Counsel
University Of Kentucky

By: 
Attorney At Law



Eric N. Monday
EUPFA

102225
Date